

**DOE-WIDE NATIONAL  
ENVIRONMENTAL POLICY ACT  
CONTRACTS**

**NEPA CONTRACTING  
DESK PROCEDURES**

**NNSA SERVICE CENTER  
OFFICE OF BUSINESS SERVICES  
ACQUISITION DEPARTMENT**

**MARCH 22, 2006**

# **NEPA Contracting Desk Procedures**

## **Office of Business Services**

### **Acquisition Department**

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## **SECTION A**

### **DOE-WIDE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) CONTRACTS NEPA CONTRACTING DESK PROCEDURES NNSA SERVICE CENTER ACQUISITION DEPARTMENT**

#### **1. DOE-Wide NEPA Contracts Profile**

##### **a. Background Information**

###### **(1) History**

In late 2002, the NNSA Service Center, on behalf of DOE, awarded six DOE-Wide NEPA Contracts to provide support services for NEPA document preparation and related environmental tasks. The six contracts include two contracts that were set aside for small businesses. The NEPA Contracts are a key tool in the Department's continuing efforts to streamline the NEPA process and reduce time and cost while maintaining the high quality of DOE NEPA documents with well-qualified NEPA Contractor support.

DOE Program and Field Offices nationwide, including NNSA and the Federal Energy Regulatory Commission and their Offices, may issue task orders under the DOE-Wide NEPA Contracts. If specifically authorized in writing by DOE/NNSA, Management and Operating Contractors at DOE Field Offices may also use these contracts.

###### **(2) DOE-Wide NEPA Contractors**

- AGEISS Environmental, Inc. (SB)
- Battelle Memorial Institute (LB)
- Jason Associates Corporation (LB)
- Potomac-Hudson Engineer, Inc. (SB)
- Science Applications International Corporation (LB)
- Tetra Tech, Inc. (LB)

###### **(3) Period of Performance**

- Large Business Contracts: September 24, 2002 – September 23, 2007
- Small Business Contracts: November 5, 2002 – November 4, 2007

###### **(4) DOE-Wide NEPA Contract Administration**

The NNSA Service Center is assigned responsibility for the DOE-Wide NEPA Contracts. Therefore, the Contracting Officer is at the NNSA Service Center, as well as the Contract Specialist responsible for overall contract administration. The NNSA Contracting Officer is the only individual authorized to accept non-conforming work, waive any requirement, or modify any term or condition of the DOE-Wide NEPA Contracts.

Although the NNSA Service Center is responsible for overall administration of the DOE-Wide NEPA Contracts, each issuing office is responsible for selecting, administering, and funding its own task orders.

b. Unique DOE-Wide NEPA Contract Features

(1) Indefinite Delivery/Indefinite Quantity Contracts

- Minimum Order Quantity of \$100,000
- Maximum Order Quantity of \$50,000,000.

The ordering procedures provide a streamlined process that allows placement of task orders without a Justification for Other than Full and Open Competition or synopsis in Federal Business Opportunities. Task orders issued under the DOE-Wide NEPA Contracts are not subject to protest.

(2) DOE-Wide NEPA Contracts Statement of Work

All of the NEPA Contracts have the same Statement of Work (SOW). The SOW in the NEPA Contracts may be modified, as appropriate, to fit NEPA Task Order SOW requirements.

(3) Contract Clauses

All of the NEPA Contracts include both fixed-price and cost reimbursement contract clauses that are applicable to fixed-price task orders (Firm Fixed-Price) and cost reimbursement task orders (Time and Material, Cost-Plus-Fixed-Fee, and Cost-Plus-Incentive-Fee). The contract provisions are the same for all contracts with exception of the clauses specifically applicable to large business or small business concerns.

(4) Established Ceiling Rates/Hour

Each NEPA Contract includes established ceiling rates/hour to be utilized in computing task order costs for both fixed-price and cost reimbursement task orders.

(5) Contract Incentive Arrangements

The NEPA Contract provides the opportunity to tailor cost and performance incentives based on the nature of the work to be accomplished.

- Cost Incentives – To provide cost saving incentives, a task order may be issued on a FFP, CPFF, or CPIF basis, depending on how specifically the scope of work may be described in advance or the nature of the task.
- Performance Incentives – The competitive environment, fostered by the “fair opportunity to be considered” for issuance of a task order, will drive best performance and price. Performance is evaluated at the completion of each task.

## 2. DOE NEPA Policy and Guidance

### a. A Brief Guide: DOE-Wide NEPA Contracts

A Brief Guide: DOE-Wide NEPA Contracts, as revised May 2003, provides information about the DOE-Wide NEPA Contracts and guidance on how to use the Contracts. This Guide is available in the DOE NEPA Web-site.

### b. DOE NEPA Web Site

The DOE NEPA Web site at <http://tis.eh.doe.gov/nepa/>, under a link entitled “DOE-Wide NEPA Contracting,” provides guidance and information resources; and forms and tools, such as preparation of the Statement of Work, Request for Task Proposal/Task Order Form, the Performance Evaluation Form, and an Incentive Fee Calculator.

### c. Use of GSA Schedule Contracts for NEPA Services.

(1) DOE Policy: Pursuant to “A Brief Guide: DOE-Wide NEPA Contracts,” use of DOE-Wide NEPA Contracts to acquire NEPA services is optional. Therefore, DOE NEPA Document Managers and OCO’s have the option of acquiring NEPA services under the GSA Schedule Contracts. However, use of the GSA Schedule Contracts for NEPA services is not currently an option for NNSA federal and NNSA contractor NEPA requirements based on the following NNSA policy.

(2) NNSA Policy: NNSA federal and NNSA contractor NEPA requirements that can be fulfilled under the DOE-wide NEPA Contracts, and which are not provided for under other existing contracts, must be acquired using the DOE-Wide NEPA Contracts. Exception to this policy must be approved by the NNSA Board of Awards Chair. (Ref. Memorandum dated February 18, 2004 from Robert C. Braden, Director, Office of Procurement and Assistance Management, NNSA, to NNSA Offices. This policy letter is located in the DOE NEPA Contracting Web site.)

### d. DOE NEPA Requirements – Work Forecasting/Planning/Reporting

Various planning documents and reports related to DOE NEPA activities are maintained and periodically updated by the DOE HQ Office of NEPA Policy and Compliance. The NNSA Service Center Acquisition Department’s Contracting Officer and/or Contract Specialist assigned responsibility for administration of the DOE-Wide NEPA Contracts provides input to the DOE HQ NEPA Office concerning the status of task orders issued under the DOE-Wide NEPA Contracts by NNSA and other DOE Offices. The NNSA Service Center’s NEPA Compliance Officer participates in the planning and identification of future NNSA NEPA requirements and may be involved in the coordination of NEPA activities for NNSA Site Offices.

To foster continuing improvement in the Department’s NEPA process, data is collected after completion of each Environmental Impact Statement (EIS) and Environmental Assessment (EA) through a questionnaire completed by the NEPA Documentation Team and NEPA Compliance Officer. Data on schedule, document content, process, usefulness, process dates, project milestones, and NEPA process costs is collected. Results are published in DOE NEPA Lessons Learned Quarterly Reports.

Other reports and schedules available on the DOE NEPA Web site that pertain to NEPA Task Order activities include:

- (1) Annual NEPA Planning Summaries
- (2) EIS and EA Status Chart (anticipated and current activity)
- (3) Schedules of Key EIS's (updated monthly)

### **3. DOE Small Business Program – NEPA Task Order Contracting Policies**

#### **a. Small Business Preference – DOE Policy**

The Department's small business strategy is to ensure that small businesses are provided the maximum practical opportunity to participate in departmental programs at the prime contract level. In accordance with Contract Clause H.3 entitled "Fair Opportunity," DOE-Wide NEPA Contract Small Business concerns shall be afforded a "fair opportunity to be considered" for task orders in accordance with Contract Clause H.10 entitled "Procedures for Issuing Task Orders."

#### **b. Small Business Preference – NNSA Policy**

To achieve balance in the distribution of NNSA tasks orders awarded under the DOE-Wide NEPA Contracts between large and small business firms, it is current NNSA policy that all NNSA Task Orders of \$1 Million or less be reserved for small businesses. This policy is consistent with Contract Clause H.10 entitled "Procedures for Issuing Task Orders" of the DOE-Wide NEPA Contract. This policy applies to all NNSA federal and NNSA contractor uses of the DOE-Wide NEPA Contracts and remains in effect until the number of task order awards to small businesses more accurately reflects small business availability among the six contractors. Exception to this policy must be approved by the NNSA Board of Awards Chair. (Ref. Memorandum dated February 18, 2004 from Robert C. Braden, Director, Office of Procurement and Assistance Management, NNSA, to NNSA Offices.)

#### **c. Task and Delivery Order Ombudsman**

The Head of the Agency has designated a task-order contract and delivery-order contract ombudsman to review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The designated NNSA Ombudsman is the NNSA Board of Awards Chair—a senior agency official who is independent of the Contracting Officer. Issues which cannot be resolved by the Contracting Officer may be referred to the DOE Task and Delivery Order Ombudsman.

**4. NEPA Task Order Process**

All services provided under the DOE-Wide NEPA Contracts are ordered by issuance of task orders by Ordering Contracting Officers (OCO). The NEPA Contracts provides a streamlined process for placement of task orders on short notice and allows flexibility in defining work requirements and establishing overall procuring strategy.

**5. Task Order Information and Data**

Based upon information available at the NNSA Service Center's Acquisition Department and information provided by other DOE Offices, as well as the DOE-Wide NEPA Contractors, the following reports are updated, as necessary, by the Service Center's Contract Specialist assigned responsibility for administration of the DOE-Wide NEPA Contracts. Information in these reports is also used by the DOE HQ Office of NEPA Policy and Compliance to update reports maintained by that office.

- a. DOE/NNSA NEPA Task Order Awards by NEPA Contractor
- b. NNSA NEPA Task Order Status
- c. NEPA Task Order Summary Data (e.g., Total NEPA Task Order Awards, Small Business participation, etc.)

## **SECTION B**

### **DOE-WIDE NEPA CONTRACTS NEPA TASK ORDER DESK PROCEDURES NNSA SERVICE CENTER – ACQUISITION DEPARTMENT**

#### **1. Purpose**

The purpose of the NNSA NEPA Task Order Desk Procedures is to assist the NNSA Service Center’s Acquisition Department Ordering Contracting Officer/Contract Specialist (OCO/CS) assigned responsibility for the DOE-Wide NEPA Contract and the NNSA NEPA Document Managers and/or Ordering Contracting Officer Representatives (OCOR) in the management of NEPA Task Orders issued under the DOE-Wide NEPA Contracts.

#### **2. NEPA Task Order Process and Procedures**

All services provided under the DOE-Wide NEPA Contracts are ordered by issuance of task orders by OCOs. The Contract provides a streamlined process for placement of task orders on short notice and allows flexibility in defining work requirements and establishing overall procuring strategy. The process and procedures for task order contractor selection, award, and administration of NEPA Task Orders are provided in the following DOE-Wide NEPA Contract Clauses

- H.9 Task Orders
- H.10 Procedures for Issuing Task Orders
- H.11 Task Orders, Administrative

The DOE NEPA Web site at <http://tis.eh.doe.gov/nepa/> under a link entitled “DOE-wide NEPA Contracting” provides guidance and information resources; and forms and tools, such as preparation of the Statement of Work, Request for Task Proposal/Task Order Form, the Performance Evaluation Form, and an Incentive Fee Calculator.

#### **3. Roles and Responsibilities**

The attached process flow-chart for issuing task orders under the DOE-Wide NEPA Contracts includes roles and responsibilities of the OCO, the NEPA Document Manager, OCOR, and the NEPA Contractor. The NEPA Compliance Officer at the Site Office and the NNSA NEPA Compliance Officer are also involved in the NEPA Task Order Contracting Process. (Note: The NEPA Document Manager, NEPA Compliance Officer at the Site, and OCOR may be the same individual.)

#### **4. NEPA Task Order Management Plan**

As collaboration and coordination is required between the NNSA Service Center’s Acquisition Department and the NNSA Site Offices, as well as the NNSA NEPA Compliance Officer, a NNSA NEPA Task Order Management Plan is included in this Section B. The NEPA Task Order Management Plan is tailored to the DOE NEPA Contracting Process and covers the full range of activities for the award and administration of NEPA Task Orders.



- Part I – NEPA Task Order Contractor Selection and Award. Provides guidance and information pertaining to acquisition planning process, NEPA Task Order Contractor selection, and task order negotiation and award.
- Part II – NEPA Task Order Administration. Provides guidance and information pertaining to administration of NEPA Task Orders issued under the DOE-Wide NEPA Contracts.
- Part III – NEPA Task Order Contract Clause Requirements. Provides a summary of the specific contract provisions applicable to award and administration of fixed-price (FFP) and cost reimbursement (CPFF, CPIF, or T&M) task orders issued under the DOE-Wide NEPA Contract.

**5. List of Attachments – NEPA Task Order Desk Procedures**

- A. Section H Task Order Contract Clauses
- B. Process Flow Chart/Roles and Responsibilities
- C. Task Order Management Plan:
  - Part I – NEPA Contractor Selection and Award
  - Part II – NEPA Task Order Administration
  - Part III – NEPA Task Order Contract Clause Requirements

## H.9 TASK ORDERS

- (a) The Contractor shall provide services under this contract only in performance of Task Orders and revisions to task orders signed by the Ordering Contracting Officer and provided to the Contractor. Costs not attributed to the performance of a specific task order will not be allowed without the prior written consent of the Contracting Officer. The Contractor shall commence performance upon the receipt of a task order signed by the Ordering Contracting Officer. The DOE will not reimburse the Contractor for the costs of preparing task proposals as a direct cost under this contract.
- (b) Requesting Task Proposals.
  - (1) When requesting task proposals from the contractors in accordance with the clause entitled "Procedures for Issuing Task Orders," the Ordering Contracting Officer will inform the contractors of (i) the task to be performed; (ii) the schedule of performance; (iii) any required travel; (iv) deliverables and required delivery dates; and (v) any Government-furnished property to be provided. The Contractor shall provide its task proposal within 5 working days of receipt of the request, unless otherwise specified by the Ordering Contracting Officer.
  - (2) When issuing a task order to a contractor that did not result from the submission of task proposals, the Ordering Contracting Officer will provide the signed task order to the contractor along with the information in subparagraph (b)(1).
- (c) Task Proposal Information.
  - (1) The Contractor's task proposal shall consist of the following information: (i) Direct Productive Labor Hours (DPLH), both straight and overtime (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in (iii) below, estimated to complete the task; (ii) the travel and material estimate; (iii) an estimate for subcontractors and consultants; including the DPLH, if applicable; (iv) estimate other direct costs, including any computer use time required, if applicable; (v) other pertinent information, indirect costs, consultants, inter-divisional transfers, etc.; (vi) the total estimated cost and fixed fee, target cost and incentive fee, or firm fixed price for completion of the task order; and any necessary revision to the schedule of performance (vii) if a conflict of interest is introduced by the proposed task, make immediate and full disclosure to the Ordering Contracting Officer, in addition to the requirements in clause I-13. The Contractor shall assure that the composite labor rates and indirect rates proposed are in accordance with B.4 of this contract. The Contractor may propose rates lower than the ceiling rates specified in B.4 for any specific task, however, the proposed lower rates will be the ceiling rates for that task.
  - (2) Within 10 working days after receiving a task order signed by the Ordering Contracting Officer that did not result from the submission of task proposals, the Contractor shall provide the Ordering Contracting Officer with a task plan consisting of the information described in subparagraph (c)(1).
- (d) For Cost Reimbursement Task Orders, after the Ordering Contracting Officer issues a signed Task Order to the Contractor, if any revision becomes necessary to the estimated cost (more than + or -10% variance), or level of effort (more than + or -10% variance), the Contractor shall promptly submit to the Ordering Contracting Officer a revised Task Plan with explanatory notes. Revised Task Plans submitted by the Contractor are subject to the review of the Ordering Contracting Officer.

## **H.10 PROCEDURES FOR ISSUING TASK ORDERS**

The Government has awarded more than one contract for the work specified in the Statement of Work under solicitations DE-RP04-02AL67464 and DE-RP04-02AL 67952. Periodically, the Ordering Contracting Officer will issue task orders (reference sample Task Order format, Section J, Attachment 2) to one or more of these contractors, including the Contractor, pursuant to either paragraph (a) or (b) below.

(a) The Ordering Contracting Officer may issue a task to any one of the contractors if he or she determines, in his or her sole discretion that:

- (1) The task is valued at \$2,500 or less;
- (2) Following any of the procedures of paragraph (b) would result in unacceptable delays in fulfilling the requirement which is the subject of the task order;
- (3) The task requires services that are unique or highly specialized and that only one contractor can provide the services at the level of quality required;
- (4) The task is a logical follow-on to a task order previously issued to a contractor pursuant to paragraph (b) below; or
- (5) It is necessary to issue the task order to a contractor to fulfill a minimum guarantee.

(b) The Contractor agrees that issuance of a task order in accordance with any of these procedures is deemed to have provided the Contractor a "fair opportunity to be considered" as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

(1) Issuance of Task Orders Based Entirely or Substantially on Cost [or Price].

### **A. For Cost Reimbursement Task Orders:**

- (i) When the issuance of a task order is to be based entirely on cost, the Ordering Contracting Officer will provide each contractor information as delineated in the clause entitled, "Task Orders," of this contract relating to the prospective task, specifying that the award will be based entirely on cost. The Contractor will provide a task proposal as specified in the "Task Orders" clause. The Government will perform an analysis of the cost proposal to assure that the rates conform to B.4 of this contract. The Ordering Contracting Officer will exercise his best judgment in determining whether elements of cost reasonably reflect the nature of the prospective task. To the extent necessary to assure an accurate evaluation of task proposals, the Ordering Contracting Officer will adjust the proposals, as deemed appropriate.
- (ii) The Ordering Contracting Officer may choose to base award substantially on cost. In which case the Ordering Contracting Officer will issue a request for task proposals which specifies any additional selection factors, and their relative importance, to be used in the selection of the recipient of the task.

### **B. For Fixed-Price Task Orders:**

- (i) When the issuance of a task order is to be based entirely on price, the Ordering Contracting Officer will provide each contractor information as delineated in Clause H.9 of this contract relating to the prospective task,

specifying that the award will be based entirely or substantially on price. The Contractor will provide a proposal on a firm fixed price basis, composed of direct labor costs, labor categories and the direct productive labor hours for each category, other direct costs, and profit. The composite rates cannot exceed the ceiling rates specified in B.4 of this contract.

- (ii) The Ordering Contracting Officer may choose to base award substantially on price. In that case the Ordering Contracting Officer will issue a request for task proposals which specifies any additional selection factors, and their relative importance, to be used in selecting the recipient of the task.

(2) Issuance of Task Orders Based Entirely or Substantially on Performance of Previous Task Orders.

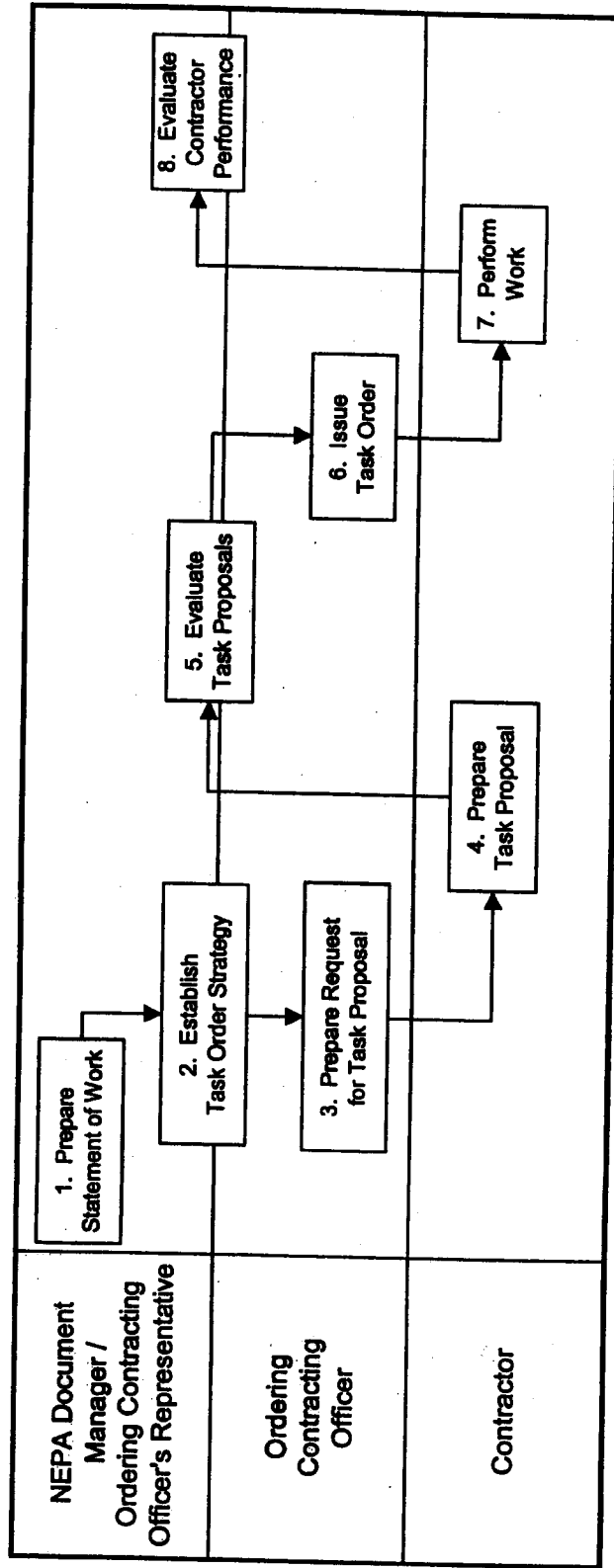
- A. In issuing tasks based entirely on performance of previous tasks, the Ordering Contracting Officer, along with their Ordering Contracting Officer Representative, will evaluate records of the contractors' technical performance and cost control on previous tasks issued under all contracts for the work specified in the Statement of Work of this contract, taking into account performance under tasks most comparable to the prospective task. In order to issue tasks on this basis where all contractors have not performed tasks under this and the companion contracts, the Ordering Contracting Officer may consider the quality of the contractors' technical proposals under the solicitation leading to the award of this contract, taking into account the portion of the proposal most comparable to the prospective task. After such an evaluation, the Ordering Contracting Officer will make award to the contractor he or she believes most likely to perform the task at the highest quality at the best value. If issuance of a task will be based entirely on performance of previous tasks, task proposals will not be requested.
- B. The Ordering Contracting Officer may choose to base issuance of a task substantially on performance of previous tasks. In that case, the Ordering Contracting Officer will issue a request for task proposals which specifies any additional selection factors, and their relative importance, to be used in selecting the recipient of the task.

- (3) Issuance of Task Orders Based upon Other Criteria. In issuing tasks under this procedure, the Ordering Contracting Officer may base the issuance on any other factors which he or she deems appropriate in the exercise of sound business judgment. Such factors may include, but are not limited to, selection based upon highest technical rating of proposals for performance of a prospective task, or determination by the Ordering Contracting Officer that there is need for greater balance in workload among this and the other contracts which were awarded for the work described in this contract. If the selection factor or factors involve the receipt of task proposals from the contractors, the factor or factors to be used in selecting the recipient of the task, and their relative importance, will be specified in the request for a task proposal by the Ordering Contracting Officer.
- (4) Task and Delivery Order Ombudsman. The head of the agency has designated a task-order contract and delivery-order contract ombudsman pursuant to FAR 16.5. The ombudsman reviews complaints from contractors and ensures they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman is a senior agency official who is independent of the contracting officer. Issues which cannot be resolved by the Ordering Contracting Officer may be referred to the DOE Task and Delivery Order Ombudsman.

## **H.11 TASK ORDERS, ADMINISTRATIVE INFORMATION**

- (a) Ordering officials as anticipated in FAR 52.216-18, Ordering, are: (1) all DOE Contracting Officers, and (2) DOE Management and Operating contractor purchasing officials who have been designated and approved by the Contracting Officer. For the purposes of this contract, Ordering officials are referred to as Ordering Contracting Officers as defined in clause G.8, Definitions.
- (b) The Ordering Contracting Officer is responsible for all Task Order activities including requesting Task Proposals/Task Plans, evaluating for award, awarding, funding, all administrative activities and evaluating contractor performance for all Task Orders issued. Task Order numbers will include two alpha characters for the ordering office and two numeric characters for the task sequence (such as AL01). All Task Orders will include a reference to the basic contract.
- (c) The Ordering Contracting Officer will provide a copy of issued Task Orders and Task Order modifications to the Contracting Officer. Copies of performance evaluations on completed Task Orders, or Task Orders that are in process, will also be provided to the Contracting Officer. The Contracting Officer will provide copies of the contract and contract modifications to Ordering Contracting Officers. The Contracting Officer will also provide, upon request, past performance information to the Ordering Contracting Officer.

# Using the DOE-wide NEPA Contracts



## Attachment C

### SECTION B

#### PART I - TASK ORDER MANAGEMENT PLAN NEPA TASK ORDER CONTRACTOR SELECTION AND AWARD

#### ACQUISITION PLANNING

Activity	Lead Time	General Guidance and Information	Responsibility	√
<b>1. Task Order Statement of Work</b>	N/A	<p><u>Statement of Work (SOW).</u> The Task Order SOW should be tailored to fit the NEPA work to be accomplished. It is important that the SOW accurately reflect the work requirements, including reporting requirements, deliverables and required delivery dates. The SOW should be as specific as possible to allow contractors to submit proposals that do not include large contingency fees for unknown and potentially costly task order activities. Specificity in the Task Order SOW is especially important for firm fixed-price task orders.</p> <p>To assist in the preparation of the SOW, guidance in preparing the SOW is attached. The SOW in Section C of the DOE-Wide NEPA Contracts is available in the DOE NEPA Web-site and may be modified, as appropriate, to fit the specific NEPA work requirements.</p> <p>The nature of the NEPA work requirements and the estimated dollar value/range of magnitude for accomplishment of the NEPA work are important considerations when determining acquisition strategy and funding requirements. Therefore, an estimate of what the NEPA work will cost or range of magnitude should be developed based on the SOW requirements. The estimated cost or range of magnitude for the work defined in the SOW may be based on cost/price historical data for similar NEPA work, market knowledge, technical experience/judgment, or other appropriate factors.</p>	NEPA Document Manager, OCOR, Site NCO, NNSA NCO	
<b>2. Strategy Meeting</b>	1-2 days	<p><u>Strategy Meeting.</u> As soon as the NEPA requirement is identified and the work is defined, the OCO/CS schedules a meeting/telephone conference with the NEPA Document Manager and OCOR to establish a task order strategy and acquisition plan appropriate for the NEPA work and good sound business judgment. An agenda should be prepared by the OCO/CS in advance of the meeting and provided by e-mail to the meeting participants. The NNSA NEPA Compliance Officer (NCO) may participate in this meeting.</p> <p>The NEPA Document Manager, OCOR and OCO/CS work together to determine whether the NEPA work is best ordered as a single task order or several phased task orders, the appropriate task order type and fee arrangement, selection methodology, and contractor selection criteria. Pursuant to Contract Clause H.3, NEPA small business contractors shall be afforded a fair opportunity to be considered for task orders issued under the DOE-Wide NEPA Contracts. Meeting discussions should include the following considerations:</p> <ul style="list-style-type: none"> <li>• <u>Single or Phased Tasks.</u> The Contracts provide for issuance of a task order on a sole-source basis in the interest of economy and efficiency, if the OCO determines the task order is a logical follow-on to a task order already issued under the contract, and provided all the NEPA</li> </ul>	OCO/CS NEPA Document Manager, OCOR, Site NCO, NNSA NCO	

## Attachment C

Activity	Lead Time	General Guidance and Information	Responsibility	√
		<p>Contractors were given a fair opportunity to be considered for the original task order in accordance with paragraph (b) of Clause H.10 “Procedures for Issuing Task Orders.” Pricing methods could vary among multiple task orders for a single NEPA document.</p> <ul style="list-style-type: none"> <li>• <u>Task Order Type and Pricing.</u> The nature of the NEPA work to be accomplished, the estimated dollar value of the NEPA effort, and the specificity of the SOW must be considered when determining the appropriate task order type and fee arrangement. A task order may be issued on a firm-fixed price (FFP), cost-plus fixed fee (CPFF), cost-plus incentive fee (CPIF) or Time and Material (T&amp;M) basis, depending on how specifically the scope of work may be described in advance or the nature of the task.</li> <li>• <u>Incentive Arrangements.</u> <ol style="list-style-type: none"> <li>1. Cost Incentives – To provide cost incentives, a task order may be issued on a FFP, CPFF, or CPIF basis, depending on how specifically the scope of work may be described in advance or the nature of the task.</li> <li>2. Performance Incentives – The competitive environment, fostered by the “fair opportunity to be considered” for issuance of a task order, will drive best performance and price.</li> </ol> </li> <li>• <u>Selection Methodology.</u> The NEPA Document Manager, OCOR, and OCO/CS determine which selection method should be used to provide the NEPA Contractors a “fair opportunity” to be issued a task order or whether an exception to the “fair opportunity” requirement exists (Ref. Contract Clause H.10, “Procedures for Issuing Task Orders” and FAR 16.505(b)).               <ol style="list-style-type: none"> <li>1. <u>Exception to the “fair opportunity” Process (sole-source).</u> Paragraph (a) of Contract Clause H.10 allows contractor selection of any one of the NEPA Contractors on a sole-source basis, but only under the following conditions:                   <ol style="list-style-type: none"> <li>a. The task order is valued at \$2,500 or less;</li> <li>b. Following any of the procedures of paragraph (b) would result in unacceptable delays in fulfilling task order requirements;</li> <li>c. The task order requires services that are unique or highly specialized and only one contractor can provide the services at the level of quality required;</li> <li>d. The task order is a logical follow-on to a task order previously issued to a contractor in accordance with paragraph (b) of Contract Clause H.10. (NOTE: exception is allowed provided that all the contractors were given a fair opportunity to be considered for the original task order.)</li> </ol> </li> </ol> <p>Award of a task order under Paragraph (a) of Clause H.10 requires a statement of justification from the NEPA Document Manager or OCOR that clearly supports the proposed selection method of only one contractor.</p> </li> </ul>		



## Attachment C

Activity	Lead Time	General Guidance and Information	Responsibility	√
		<p>2. <u>“Fair Opportunity” Competitive Process</u>: Award of a task order under Paragraph (b) of Clause H.10 is deemed to have provided the six NEPA Contractors a “fair opportunity to be considered.” Issuance of task orders under these procedures may be based:</p> <ol style="list-style-type: none"> <li>Entirely or substantially on Cost (cost-reimbursement task order) or Price (fixed-price task order);</li> <li>Entirely or substantially on performance of previous task orders; or</li> <li>Other criteria/factors deemed to be appropriate for the NEPA work and exercise of good sound business judgment. Such factors may include selection based upon highest technical rating of proposals for performance of prospective task, key personnel experience and technical approach, or a determination by the OCO that there is a need for greater balance in workload among the DOE-Wide NEPA Contracts. Factors to be used in selecting the NEPA Task Order Contractor and their relative importance shall be specified in the Request for Task Order Proposal.</li> </ol> <ul style="list-style-type: none"> <li><u>Small Business Considerations</u>. Task orders of \$1 Million or less shall be reserved for small businesses. Such preference must be clearly stated in the Request for Proposal. On task orders above \$1 Million, small businesses may form teams with the large businesses holding DOE-Wide NEPA contracts.</li> </ul>		
<b>3. Acquisition Plan</b>	1 day	Based on the strategy established for the task order, the NEPA Document Manager, OCOR, and OCO/CS develop an informal acquisition plan and milestones for issuance of the NEPA Task Order under the DOE-Wide NEPA Contract. The acquisition plan should be tailored to reflect whether the task order will be issued under the “fair opportunity” competitive process or the “exception to the fair opportunity” process. Attached is a sample informal Acquisition Plan. The NNSA NEPA Compliance Officer may assist in development of the acquisition plan.	OCO/CS NEPA Document Manager, OCOR Site NCO, NNSA NCO	
<b>4. Procurement Request Package</b>	1 day	<p>The Procurement Request (PR) Package is prepared by the NEPA Document Manager and/or the OCOR and submitted to the OCO/CS. The PR Package should include the following documents and information:</p> <ul style="list-style-type: none"> <li>Procurement Request Authorization DOE F 4200.33 (Certified Funding Authorization).</li> <li>Estimated dollar value/Range of Magnitude.</li> <li>Acquisition Plan.</li> <li>Task Order Statement of Work.</li> <li>Task Order Performance Period.</li> <li>Reporting Requirements.</li> <li>Contractor Selection Factors.</li> <li>Special Requirements (Security, safety, Government property, etc.).</li> <li>Statement of Justification if the task order is to be issued under the exception to the “Fair Opportunity” process.</li> </ul>	NEPA Document Manager, OCOR, Site NCO	
<b>5. Task Order Procurement File</b>	½ day	The Procurement File and checklist should be prepared upon receipt of the PR Package. The Task Order Procurement File shall be assembled and documents filed in accordance with Form 480.A “Acquisition File Contents Checklist.”	OCO/CS	

## **Attachment C**

### **STATEMENT OF WORK GUIDANCE** **Environmental Assessments and Environmental Impact Statements**

1. The Statement of Work (SOW) is what contractors use to propose a technical approach and provide an estimate of costs. Put in as much information as possible in the Statement of Work to avoid the contractors having to make assumptions. Having differing assumptions among the contractors responding to the Request for Task Order Proposal makes review of technical and cost proposals more difficult.
2. The contractor is contractually obligated to provide only that which is in the SOW. Additional work may result in a request for a change order and additional funds. Be as precise as possible when specifying NEPA work requirements and deliverables.
3. State the type of analyses (including modeling) needed for the NEPA document.
4. Provide as much information as possible regarding the alternatives that will need to be analyzed.
5. Make sure that the work in the enumerated paragraphs in the requirements section is the same as that described in the list of deliverables and in a schedule.
6. State how many review and comment cycles will be needed on each document (e.g., Preliminary Draft, Draft, Camera-Ready Draft, Preliminary Final, Final, and Camera-Ready Final).
7. Indicate who will be responsible for meeting logistics (finding meeting space, setup, cleanup, court reporters). Sometimes this function is better conducted by DOE or onsite support contractors.
8. Indicate the number of scoping meetings and public meetings on the draft document that is expected, including locations if known.
9. Indicate who will be responsible for getting the document printed and distributed.
10. Indicate whether support will be needed for the preparation of a FONSI, ROD, or mitigation action plan.
11. While having a scoping task separate from an EIS task is a good idea, having one contractor support your scoping process and a different contractor support the preparation of the EIS may not be a good idea.
12. NEPA Contractors should have Quality Assurance Plans in place for their task orders. This requirement should be specified as a deliverable in the SOW.

## Attachment C

### SAMPLE – INFORMAL ACQUISITION PLAN – NNSA NEPA TASK ORDER

DOE-Wide NEPA Contract – Task Order for NEPA Support

Title of NEPA Work: \_\_\_\_\_

Date: \_\_\_\_\_

	Action	Responsible Party	Target Date	Actual Date	Comments
1	Task Order Strategy Meeting	Site Office NCO SB/OBS/AD			
2	Acquisition Plan	Site Office SB/OBS/AD			
3	Procurement Request (PR) Package, including: <ul style="list-style-type: none"> <li>PR (funding authorization)</li> <li>Statement of Work</li> <li>Selection Factors</li> </ul>	Site Office			
4	Issue Draft Request for Task Order Proposals	SC/OBS/AD			
5	Contractor Responses (RFP Questions)	NEPA Contractors			
6	Review Contractor Responses and Prepare Answers to RFP Questions	Site Office NCO			
7	Issue Formal Request for Task Order Proposals	SC/OBS/AD			
8	Contractor Task Order Proposals	NEPA Contractors			
9	Evaluate Contractor Task Order Proposals	Site Office NCO			
10	NEPA Task Order Contractor Selection Report: <ul style="list-style-type: none"> <li>Proposal Evaluation</li> <li>Contractor Selection Summary</li> </ul>	Site Office NCO			
11	Technical Analysis Report- Contractor's Cost Proposal	Site Office			
12	Cost Analysis Report	SC/OBS/AD			
13	Waiver of Pricing Assistance (Task Orders over \$500,000)	SC/OBS/AD			
14	Price Negotiation Memorandum	SC/OBS/AD			
15	Negotiations with Contractor	SC/OBS/AD			
16	Obtain Certified Cost and Pricing Data from Contractor (Task Order over \$550,000)	SC/OBS/AD Contractor			
17	Finalize Negotiation Memorandum and Task Order Award Documents	SC/OBS/AD			
18	Task Order Award <ul style="list-style-type: none"> <li>Contractor's Signature</li> <li>Contracting Officer Signature</li> <li>Send executed copy to Contractor</li> </ul>	SC/OBS/AD			
19	Notify Unsuccessful Offerors	SC/OBS/AD			
20	Provide Post-Award Debriefings	SC/OBS/AD			

## Attachment C

### SECTION B

#### PART I - TASK ORDER MANAGEMENT PLAN NEPA TASK ORDER CONTRACTOR SELECTION AND AWARD

#### NEPA TASK ORDER CONTRACTOR SELECTION

Activity	Lead Time	General Guidance and Information	Responsibility	√
<b>1. Request for NEPA Task Order Proposals</b>	1-2 days	<p><u>Request for Task Order Proposal/Task Order Form.</u> Based on the strategy developed for the Task Order, the OCO/CS drafts the Request for Task Order Proposal/Task Order Form. (A copy of the Task Order Form is available in the DOE NEPA Web-site.) The Task Order Form should include the following information:</p> <ul style="list-style-type: none"> <li>• Task Order Performance Period</li> <li>• Task Order Proposal Preparation and Submission Instructions</li> <li>• Selection Factors and Other Criteria (listed in order of importance)</li> <li>• Basis of Award</li> <li>• Pricing (e.g., FFP, CPFF, CPIF task order)</li> <li>• Special Requirements (e.g., security, safety, Government property requirements, travel)</li> <li>• Task Order Statement of Work</li> </ul>	OCO/CS	
	1 day	<p><u>Draft Request for Task Order Proposal.</u> For complex and/or high-dollar value task orders, the OCO/CS may issue a Draft Request for Task Order Proposal to the DOE-Wide NEPA Contractors for review and comment. The Draft Request for Task Order Proposal/Task Order Form shall specify the date and time for submission of NEPA Contractor comments and questions. To expedite the process, e-mail may be used to transmit the request to Contractors.</p>	OCO/CS	
	3-5 days	<p><u>Contractor Questions and Comments.</u></p> <ul style="list-style-type: none"> <li>• The NEPA Contractors review the Draft Request for Task Order Proposals and provide questions and comments to the OCO/CS. The OCO/CS provides the questions and comments to the NEPA Document Manager and/or OCOR for review.</li> <li>• The NEPA Document Manager and OCOR review the questions and comments, resolve any issues, and prepare answers. The NNSA NEPA Compliance Officer may assist in this process.</li> <li>• The answers to the questions and comments are provided to the OCO/CS for inclusion in the Request for Task Order Proposal. If the SOW has been revised based on contractor questions, the revised SOW also needs to be provided to the OCO/CS.</li> </ul>	NEPA Contractors OCO/CS NEPA Document Manager, OCOR, Site NCO, NNSA NCO	
	1-2 days	<p><u>Request for Task Order Proposal.</u> The OCO/CS finalizes the Request for Task Order Proposal/Task Order Form. The Request for Task Order Proposal/Task Order Form shall specify the date and time for submission of Contractor Task Order Proposals and include the Questions and Answers to questions and comments received from the NEPA Contractors. To expedite the process, e-mail may be used to transmit the Request for Task Order Proposals to the NEPA Contractors.</p>	OCO/CS	
	1 day	<p><u>Amendment to Request for Task Order Proposal.</u> As required, the OCO/CS issues Amendments to the Request for Task Order Proposal.</p>	OCO/CS	

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Activity	Lead Time	General Guidance and Information	Responsibility	✓
<b>2. Task Order Proposal Period</b>	5 working days	<p><u>Contractor Task Order Proposals.</u> Task order proposals shall include the following information and supporting data:</p> <ul style="list-style-type: none"> <li>• Direct Production Labor Hours (DPLH), both straight and overtime (if authorized), by applicable labor category. NOTE: Composite rates cannot exceed the ceiling rates/hour established in the NEPA Contract.</li> <li>• Subcontractor and consultant costs</li> <li>• Other Direct Costs (e.g. Travel, materials, printing, computer use time)</li> <li>• Indirect costs (approved forward pricing rates, G&amp;A rates, etc.)</li> <li>• Total estimated cost and fixed fee (CPFF), target cost and incentive fee (CPIF), or firm fixed price (FFP)</li> <li>• Any proposed revision to the performance period</li> <li>• OCI “No Conflict of Interest Statement.” (If a conflict of interest (OCI) is introduced by the proposed task, contractor must make immediate and full disclosure to the OCO for determination.)</li> </ul>	DOE-Wide NEPA Contractors	
<b>3. Evaluation of Contractor Task Order Proposals</b>	1 day	<u>Review and Evaluation of Contractor Task Order Proposals.</u> The OCO/CS receives Contractor Task Order Proposal(s) and provides to the NEPA Document Manager and OCOR for review and evaluation. The NNSA NEPA Compliance Officer may participate or provide assistance in the evaluation process.	OCO/CS	
	1 day	<u>Review of Contractor Proposal submitted under the Exception to “Fair Opportunity” process (sole-source).</u> The NEPA Document Manager and OCOR review the contractor’s proposed task plan to determine the adequacy of the proposed approach and understanding of the NEPA work to be accomplished. The results of the proposal review are provided to the OCO in writing. Any OCI concern must be identified to the OCO/CS for determination.	OCO/CS NEPA Document Manager, OCOR, Site NCO, NNSA NCO	
	¼ day	<u>Evaluation of Contractor Task Order Proposals Submitted under the “Fair Opportunity” competitive process.</u> The OCO/CS provides guidance and sample documents to the NEPA Document Manager and OCOR for use in evaluation of Contractor Task Order Proposals under this process.	OCO/CS	
	1-3 days	<ul style="list-style-type: none"> <li>• The NEPA Document Manager, OCOR, and OCO/CS evaluate each proposal against the Request for Task Order Proposals and the established selection criteria/factors for award as specified in the Request for Task Proposals. (Proposals should not be compared and measured against each other.) Any OCI concern must be identified to the OCO/CS for determination.</li> <li>• Evaluators determine the degree to which the contractor’s proposal addresses the NEPA requirements, identify and categorize strengths, deficiencies, weaknesses, and risk associated with each proposal, and assess the benefits of the strengths and the impact to technical performance, schedule, or cost/price associated with the potential risk a weakness or deficiency might present.</li> </ul>	NEPA Document Manager, OCOR, Site NCO, NNSA NCO, OCO/CS	

## Attachment C

Activity	Lead Time	General Guidance and Information	Responsibility	√
	1 day	<ul style="list-style-type: none"> <li>Results of the proposal evaluations are documented in a Source Selection Report for DOE-Wide NEPA Contract Task Order. This report is comprised of two sections: (1) Task Order Proposal Evaluation and (2) Task Order Contractor Selection Summary. Assistance of the NEPA Document Manager or OCOR may be requested by the OCO/CS in reconciling the selected contractor's cost proposal with their technical proposals to determine cost realism.</li> </ul>	NEPA Document Manager, OCOR, Site NCO, NNSA NCO	
	1 day	<ul style="list-style-type: none"> <li><u>Technical Analysis.</u> The NEPA Document Manager and/or OCOR conduct a technical analysis of the selected NEPA Contractor's proposed labor categories, labor hours and labor mix, other direct costs, and any other data that may be pertinent to the work effort to determine if the proposed costs are reasonable and appropriate for accomplishment of the NEAP work requirements. The results of the technical review are documented in a Technical Evaluation Report and provided to the OCO/CS for development of the negotiation position. Any exceptions to the proposed labor hours/labor mix, subcontract costs, or other direct costs should be noted in the Technical Evaluation Report, together with supporting rationale.</li> </ul>	NEPA Document Manager, OCOR, Site NCO, NNSA NCO	
		<ul style="list-style-type: none"> <li><u>OCI Concerns.</u> In cases where an appearance or possible conflict exists that cannot be mitigated, as determined by the OCO, the contractor will not be assigned to that particular task.</li> </ul>	OCO/CS	

## Attachment C

### SECTION B

#### PART I - TASK ORDER MANAGEMENT PLAN NEPA TASK ORDER CONTRACTOR SELECTION AND AWARD

#### TASK ORDER NEGOTIATION AND AWARD

Activity	Lead Time	General Guidance and Information	Responsibility	✓
<b>1. Price Negotiation Memorandum</b>	2-3 days	<u>Price Negotiation Memorandum (PNM)</u> A PNM is prepared by the OCO/CS. The scope and depth of the documentation supporting pre-negotiation objectives and final negotiated price should be commensurate with the dollar value and complexity of the action.	OCO/CS	
		<ul style="list-style-type: none"> <li><u>Cost Price Analysis.</u> The OCO/CS performs a cost/price analysis of the cost proposal to determine the proposed cost reasonableness, realism, and completeness, taking into consideration appropriate advisory reports and other available data pertinent to the task order work. The scope and depth of the analysis should be directly related to the dollar value and complexity of the action.               <ol style="list-style-type: none"> <li>Technical Analysis Report.</li> <li>DCAA approved forward pricing rates, G&amp;A rates.</li> <li>Joint Travel Regulations per diem tables, Government travel contractor airline, and car rental rates.</li> <li>Independent Government Cost Estimate/Price Histories.</li> <li>Contract ceiling rates/hour used to compute task order costs for both fixed-price and cost reimbursement task orders. Rates include all federal, state, and local taxes.</li> <li>Fact-finding results and other considerations.</li> </ol> </li> </ul>	OCO/CS	
	1 day	<ul style="list-style-type: none"> <li><u>Waiver for Pricing Assistance.</u> When the estimated value of a NEPA task order award exceeds \$500,000, pricing assistance must be obtained from the Acquisition Pricing Team unless a waiver is obtained. If the OCO/CS has sufficient data to determine the reasonableness of the proposed cost or price for the NEPA work, the Cost/Price Analysis should provide adequate justification to support a pricing support waiver. A request for pricing support waiver must be in writing. When a waiver is granted, a copy of the PNM is forwarded to the Acquisition Pricing Team for review prior to negotiations.</li> </ul>	OCO/CS	
	1 day	<ul style="list-style-type: none"> <li><u>Negotiation Position.</u> The pre-negotiation objectives establish the Government's initial negotiation position (any pertinent issues to be negotiated, price/cost objectives, fee objectives, performance period, etc.). The OCO/CS obtains required approvals prior to entering into negotiations with the Contractor.</li> </ul>	OCO/CS	

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Activity	Lead Time	General Guidance and Information	Responsibility	✓
<b>2. Task Order Negotiations</b>	1-2 days	The OCO/CS conducts negotiations with the NEPA Contractor to reach agreement on the estimated cost, fee, performance period, and any other pre-negotiation objectives. Results of the negotiation are documented in the PNM.	OCO/CS NEPA Contractor	
<b>3. Contractor Certificate of Current Cost or Pricing Data</b>	1 day	At conclusion of negotiations, the contractor must execute and provide to the OCO/CS a Certificate of Current cost or Pricing Data when the negotiated cost or price is \$550,000 or more.	NEPA Contractor	
<b>4. Task Order Award</b>	1-2 days	<ul style="list-style-type: none"> <li><b>Task Order Form and Award Documents.</b> The OCO/CS finalizes the Task Order Form. The following information should be included on the form: <ol style="list-style-type: none"> <li>Key personnel (as stated in Contractor's proposal).</li> <li>Performance Period (clearly state on first page of Task Order Form in Block 3, Task to be Performed).</li> <li>Total Estimated Cost and Fee. On CPIF task orders include the total estimated target costs, target fee, and maximum fee amounts. (Note: There is no minimum fee on CPIF task orders.)</li> <li>Obligation/funding amount. (If a task order is to be fully funded, the obligation amount should cover the total task order value, i.e., total estimated cost and fee. The total task order value for a CPIF task order is the Estimated Target Cost plus the Maximum Incentive Fee amount that the contractor may earn.)</li> <li>Latest copy of the SOW.</li> </ol> </li> <li><b>Official Procurement File.</b> The OCO/CS completes the procurement file and obtains required reviews, approvals, and signatures.</li> <li><b>Task Order Award.</b> The task order is sent to the contractor for signature. Upon signature of the OCO, an executed copy of the task order is sent to the Contractor.</li> </ul>	OCO/CS	
<b>5. Notify/Debrief Unsuccessful Offers</b>	1-2 days	Notification is provided to unsuccessful NEPA Contractors who provided Task Order Proposals. A post-award debriefing shall be provided to any offeror who has been notified of the task order award if the contractor requests such a debriefing. Debriefings need to be informative and professionally presented. The contractor shall be debriefed and furnished the basis for the selection decision and task order award, and the file should be documented accordingly. The debriefing should be within 5 days after receipt of the written request. The debriefing of successful and unsuccessful offerors may be given orally, in writing, or by any other method acceptable to the OCO/CS.	OCO/CS	
<b>6. Distribution of Task Order Task Order Distribution Sheet</b>	½ day	Copies of the fully-executed task order shall be distributed within 5 days after the task order is awarded. A Task Order Award Distribution Sheet shall be maintained in the Official Task Order Procurement File.	OCO/CS	
<b>7. FPDS-NG/MIS forms</b>	½ day	The FPDS-NG Data Form shall be completed by the OCO/CS and provided to the designated Procurement Technician in the Acquisition Department for input into the Management Information System within 5 days of task order award.	OCO/CS	



## Attachment C

### SECTION B

#### **PART II – TASK ORDER MANAGEMENT PLAN NEPA TASK ORDER ADMINISTRATION**

Activity	General Guidance and Information	Responsibility
<b>1. COR Designation Letter</b>	<ul style="list-style-type: none"> <li>The OCO/CS prepares the COR Designation Letter for the task order, obtains the OCO's signature, and sends to the OCOR for acceptance. (The designated OCOR must have a current COR Training Certificate.) A copy of the designation letter is provided to the NEPA Contractor.</li> <li>When a designated OCOR will no longer perform designated OCOR duties on a task order, a letter rescinding the previous OCOR Designation Letter should be prepared for signature of the OCO.</li> </ul>	OCO/CS OCOR
<b>2. Post-Award Conference/Activities</b>	<p>Upon award of the task order, a post-award conference should be scheduled with the NEPA Contractor prior to start of the work. Topics of discussion may include:</p> <ul style="list-style-type: none"> <li>OCOR Designation Letter</li> <li>Contractor's Task Management Plan</li> <li>Contractor's Quality Assurance Plan</li> <li>"Conflict of Interest Disclosure Statements" The contractor must submit an Organizational Conflict of Interest Disclosure Statement to the OCO before beginning work on any EIS, EA, ER or other environmental task. Each proposed subcontractor for the particular task order must also submit an OCI Disclosure statement to DOE/NNSA.</li> <li>Performance Period/Notice to Proceed</li> <li>Deliverables and Schedule</li> <li>Security Requirements/Security Badges</li> <li>Any other matters needing clarification</li> </ul>	NEPA Document Manager, OCOR, NCO NEPA Contractor
<b>3. Subcontract Consent</b>	OCO "Consent to Subcontract" is required under certain circumstances. Subcontracts must contain all required DOE-Wide NEPA Contract subcontract flow-down clauses/requirements.	NEPA Contractor OCO/CS
<b>4. Reports</b>	Copies of Monthly/Quarterly Reports submitted by the NEPA Contractor, as required in the Reporting Requirements Checklist, should be reviewed by the OCO/CS and maintained in the Official Task Order Procurement File.	NEPA Contractor
<b>5. Payments</b>	The OCOR reviews contractor payment requests and provides concurrence. The OCO/CS reviews and approves contractor payment requests and maintains payment summaries in the Official Task Order Procurement File. The NNSA Acquisition Department's Contract Specialist Guide provides procedures for the review and approval of payment requests, as well as a Voucher Review Checklist.	OCOR OCO/CS
<b>6. Funding Analysis</b>	The NEPA Document Manager and/or OCOR may request assistance from the OCO/CS concerning the status of task order funding obligations, payments, and uncoded obligations. A funding analysis for a particular task order should be based on Financial Reports (obligation and payment histories) and information contained in the Official Task Order Procurement File.	OCO/CS
<b>7. Task Order Modifications</b>	<ul style="list-style-type: none"> <li><u>Task Order Modifications</u>. As requested in writing by the OCOR, the OCO/CS issues task order modifications, such as increases or decreases in obligated funding amounts, performance period and scope of work revisions, and other administrative changes. The contractor's signature is not required on incremental funding modifications; however, the contractor's signature is required on modifications that deobligate funds.</li> <li><u>Memorandum of Record</u>. The particulars of the task order modification shall be documented. The scope and depth of the documentation should be commensurate with the dollar value and complexity of the action. A</li> </ul>	NEPA Document Manager, OCOR, NCO OCO/CS NEPA Contractor

## Attachment C

Activity	General Guidance and Information	Responsibility
	<p>Memorandum of Record for incremental funding modifications is not required.</p> <ul style="list-style-type: none"> <li>• <u>FPDS-NG Form/Task Order Distribution</u>: Copies of the executed task order modification shall be distributed within 5 days after the modification is issued. The completed FPDS-NG form shall be provided to the designated Procurement Technician in the Acquisition Department for input into the Management Information System within 5 days after the task order modification is issued.</li> </ul>	
<b>8. Performance Appraisals</b>	<p>Contractor performance is evaluated by the NEPA Document Manager and/or OCOR as soon as practicable after completion of each CPIF task order using the DOE NEPA Contractor Performance Evaluation Form specified in the DOE-Wide NEPA Contracts. The completed Contractor Performance Evaluation Form is signed by the NEPA Document Manager and NEPA Contractor. A copy of the signed Performance Evaluation form is provided to the OCO/CS for use in calculating the Contractor's earned incentive fee.</p>	NEPA Document Manager, OCOR, NCO NEPA Contractor
<b>9. Fee Determination</b>	<ul style="list-style-type: none"> <li>• <u>Calculation of Earned Incentive Fee</u>. The incentive fee earned and payable on completed CPIF task orders is calculated using the Incentive Fee Calculator available in the DOE NEPA Web-site. The following information is used to calculate the earned fee amount: <ol style="list-style-type: none"> <li>1. Contractor's Performance Evaluation Rating</li> <li>2. Incentive Fee Calculation Worksheet. Based on financial records (obligation and payment histories) and information in the task order procurement file, an analysis should be performed to determine the actual costs, payments, cost under/overruns, and uncosted obligations.</li> </ol> </li> <li>• <u>Fee Determination Letter</u>. A Fee Determination Letter signed by the OCO notifies the contractor of the incentive fee earned and payable. Pursuant to the DOE-Wide NEPA Contract, 85% of the incentive fee earned is payable upon receipt of the contractor's payment request. The remaining 15% is retained pending final audit.</li> </ul>	OCO/CS
<b>10. Task Order Close-out</b>	<p><u>Task Order Procurement File</u>. In preparing a completed NEPA Task Order file for close-out, the OCO/CS should ensure the following are included in the procurement file:</p> <ul style="list-style-type: none"> <li>• Copy of final invoice</li> <li>• Final Performance Evaluation Form (Cost Reimbursement Task Orders)</li> <li>• Incentive Fee Calculation and OCO Fee Determination Letter (CPIF Task Orders)</li> <li>• Funding Analysis worksheet based on Financial Reports (obligation and payment history) to determine uncosted obligations, if any.</li> </ul> <p><u>Task Order Close-out</u>.</p> <ul style="list-style-type: none"> <li>• Cost reimbursement task order payments are provisional pending final audit.</li> <li>• Quick Close-out Procedure may be available under certain conditions.</li> <li>• The task order procurement file should not be sent to "close-out" if there are any unresolved contractual issues or outstanding settlement actions.</li> </ul>	OCO/CS

## Attachment C

### SECTION B

#### PART III – TASK ORDER MANAGEMENT PLAN SUMMARY OF NEPA TASK ORDER CONTRACT CLAUSE REQUIREMENTS

Clause	Clause Title	Summary of Contract Requirements Applicable to NEPA Task Orders Fixed Price (FP) and Cost Reimbursement (CR) Task Orders	FP	CR
B.1	<b>Items Being Acquired/Fixed Price</b>	Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly furnished by the Government) necessary for or incidental to, performance of task orders issued by the OCO. Fixed-price task orders shall specifically include: <ul style="list-style-type: none"> <li>• Effort required by the task order under the SOW (Section C.1).</li> <li>• Reports in accordance with "Reporting Requirements Checklist" (Part III, Section J) and other task order technical reporting requirements.</li> <li>• Total Price (total task order value).</li> </ul>	X	
B.2	<b>Items Being Acquired/Cost Reimbursement Items</b>	Contractor shall furnish necessary personnel, facilities, equipment, material, supplies, and services (except as may be expressly furnished by the Government) to accomplish objectives and requirements of Section C.1. SOW, pursuant to task orders issued by the OCO. Cost-reimbursement task orders shall include: <ul style="list-style-type: none"> <li>• Necessary task order requirements within established Task Order Ceiling Rates.</li> <li>• Other Direct Costs such as materials, equipment, and travel to support task order work. Cost shall be reimbursed in accordance with B.6, Administrative Cost Ceiling for Reimbursable Expenses.</li> <li>• Reports in accordance with "Reporting Requirements Checklist" (Part III, Section J) and other task order technical reporting requirements.</li> <li>• Incentive Fee, in accordance with Clause H.24 (if included in task order).</li> <li>• Fixed-Fee, in accordance with Clause H.25 (if included in task order).</li> <li>• Total Estimated Target Cost plus Fixed Fee/Incentive Fee. (Total task order value is the Target Cost plus Fee, i.e., Target Cost plus Fixed-Fee or Maximum Incentive Fee.)</li> </ul>		X
B.3	<b>Items Being Acquired Not Separately Priced</b>	Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly furnished by the Government) necessary for or incidental to, performance of contract requirements of Section C.1 SOW by providing General Management Reports required by "Reporting Requirements Checklist," as listed in Part III, Section J.	X	X
B.4	<b>Prices</b>	<ul style="list-style-type: none"> <li>• Provides the Ceiling Rate/Hour to be utilized in computing task order costs for both fixed-price and cost reimbursement task orders. The Ceiling Rate/Hour includes all applicable indirect costs, including federal, state, and local taxes. The rates exclude profit/fee. Subcategories for each labor category and skill levels are defined.</li> <li>• Labor costs in excess of Ceiling Rates/Hour specified will not be reimbursed by the Government.</li> <li>• Overtime will only be used when authorized in task orders or by the OCO.</li> </ul>	X	X
B.5	<b>Funds Allotment</b>	The total amount of funds allotted (obligated) for items being acquired under cost reimbursement task orders shall be in accordance with FAR 52.232-22 "Limitation of Funds."		X

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Clause	Clause Title	Summary of Contract Requirements Applicable to NEPA Task Orders Fixed Price (FP) and Cost Reimbursement (CR) Task Orders	FP	CR
B.6	<b>Administrative Cost Ceiling for Reimbursable Expenses</b>	Applies to cost reimbursement task orders. (Ref. Contract clause entitled “Allowable Cost and Payment.”) <ul style="list-style-type: none"> <li>Contractor shall be reimbursed for the reasonable, allowable, and allocable other direct costs incurred as established by audit determination consistent with FAR Part 31.2, up to the ceiling amounts established in the task order.</li> <li>Allowable costs for travel shall not exceed the Government’s Federal Travel Regulations.</li> <li>Under certain circumstances and as determined by the OCO, the estimated cost for materials, supplies, equipment, equipment maintenance and repair costs, travel, and other direct costs may be increased or decreased unilaterally by the OCO any time prior to completion of the task order. No adjustment to the fixed fee or the incentive fee for the task order shall be made for any such change.</li> </ul>		X
B.7	<b>Indefinite Quantity</b>	<ul style="list-style-type: none"> <li>The minimum total of all task orders issued under the Contract will be \$100,000. The maximum total of all task orders issued under the Contract will be \$50,000,000 or as otherwise agreed by the parties (Ref. FAR 52.216.22, Indefinite Quantity, paragraph (b)).</li> <li>Contractor not required to make any deliveries under task orders issued within the contract effective period beyond one year after contract’s effective period (Ref, FAR 52.216.22, Indefinite Quantity, paragraph (d)). <ul style="list-style-type: none"> <li>Large Business DOE-Wide NEPA Contracts Period of Performance: 9/24/02-9/23/07</li> <li>Small Business DOE-Wide NEPA Contracts Period of Performance: 11/5/02-11/4/07</li> </ul> </li> <li>Contractor’s failure to submit task order proposals on two successive requests for task order proposals will constitute forfeiture of contract minimum guarantee of \$100,000.</li> </ul>		
D.2	<b>Marking</b>	Each package, report, or other deliverable shall be accompanied by a transmittal letter or other document which identifies (1) contract and task order by number, (2) deliverable item number or report requirement, and (3) whether the delivered item is considered partial or full satisfaction of the requirement. For any deliverable being delivered to a party other than the OCO, a copy of the transmittal letter shall be simultaneously provided to the OCO.	X	X
E.2	<b>Inspection and Acceptance</b>	Inspection and acceptance of work, including reporting requirements, shall be accomplished by the DOE OCO, the OCOR, or other duly authorized or other designated duly authorized Government Representative identified by separate letter.	X	X
	<b>52.242-15 Stop-Work Order (AUG 1989)</b>	The OCO may, by written notice to the contractor, require the contractor stop all, or any part, of the work for a period of 90 days. The contractor shall immediately comply with the terms of the notice and take reasonable steps to minimize incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the 90-day period, or within an agreed upon extension, the OCO shall either cancel the stop-work order or terminate the work as provided in the “Default”, or the “Termination for Convenience of the Government” clause of the contract. Under certain conditions, the clause provides for equitable adjustment in the delivery schedule and/or task order price if stop-work order is cancelled or the period of the order expires, and the contractor resumes work.	X	
	<b>52.242-15 Stop-Work Order (AUG 1989) Alternate 1 (APR 1984)</b>	The OCO may, by written notice to the contractor, require the contractor stop all, or any part, of the work for a period of 90 days. The contractor shall immediately comply with the terms of the notice and take reasonable steps to minimize incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the 90-day period, or within an agreed upon extension, the OCO shall either cancel the stop-work order or terminate the work as provided in the “Termination” Clause of the contract. Under certain conditions, the clause provides for equitable adjustment in the delivery schedule, estimated target cost, fee, or a combination thereof, if stop-work order is cancelled or the period of the order expires, and the contractor resumes work.		X
	<b>52.242-17 Government Delay of Work (APR 1984)</b>	If performance of all or any part of the work is delayed or interrupted by an act of the OCO in administration of the task order or by failure of the OCO to act, an adjustment (excluding profit) shall be made for any increase in the cost of performance caused by the delay or interruption, and the task order modified accordingly. No adjustment shall be made for any delay or interruption to the extent that performance would have been delayed or interrupted by any other clause.	X	X
F.2	<b>Deliverables</b>	Contractor shall provide plans, reports, and records as specified in Part III, Section J, “Reporting Requirements Checklist,” and as specified in each task order. In addition, special plans and reports shall be provided as required by the OCO.	X	X

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Clause	Clause Title	Summary of Contract Requirements Applicable to NEPA Task Orders Fixed Price (FP) and Cost Reimbursement (CR) Task Orders	FP	CR
G.1	<b>Correspondence Procedures</b>	Provides procedures for submittal of Technical Correspondence, Other Correspondence, and Classified Correspondence. Clause identifies the office and addresses of the Contracting Officer and Contract Specialist for the contract. Information copies are sent to the DOE Patent Counsel if patent or technical data issues are involved.	X	X
G.2	<b>The DOE Contracting Officer's Representative</b>	Work is subject to monitoring of an OCOR, who shall be specifically designated by the OCO in writing. A copy of the designation letter shall be furnished to the contractor.	X	X
G.4	<b>Billing Instructions</b>	Clause provides procedures and format for submittal of invoices. Contractor shall be paid monthly, after approval and certification by the DOE OCO of satisfactory contract performance. Contractor shall submit invoices for each task order, supported by appropriate documentation.	X	X
G.6	<b>Definitions</b>	<b>Contracting Officer (CO)</b> – the NNSA Service Center CO assigned responsibility for the DOE-Wide NEPA contracts. <b>Contracting Officer Representative (COR)</b> – The CO's designated representative whose responsibility apply to the overall DOE-Wide NEPA Contracts (e.g., NNSA Service Center Contract Specialist). <b>Ordering Contracting Officer (OCO)</b> – CO with authority to enter into contracts who is assigned responsibilities for the specific tasks issued under the DOE-Wide NEPA Contracts and who is specified in the task order. <b>Ordering Contracting Officer's Representative (OCOR)</b> – The OCO's designated representative whose responsibilities apply to the specific task order issued under the DOE-Wide NEPA Contract and who is specified in the task order (Ref. Clause H.11 and Clause I.5 FAR 52.216-18 Ordering).	X	X
H.2	<b>Modification Authority</b>	<u>DOE-Wide NEPA Contracts:</u> The NNSA Service Center Contracting Officer is the only individual authorized to accept nonconforming work, waive any requirement, or modify any term or condition of the DOE-Wide NEPA Contracts. <u>Task Orders Issued under DOE-Wide NEPA Contracts:</u> The OCO is the only individual authorized to modify any terms or conditions or waive any requirement of the contract only as they apply to a specific task order or accept any nonconforming work for that specific task order only.	X	X
H.3	<b>Fair Opportunity</b>	DOE-Wide NEPA Contracts Small Business concerns shall be afforded a fair opportunity to be considered for task orders issued in accordance with Clause H.10. "Fair opportunity to be considered" may be accomplished pursuant to paragraph (b) of Contract Clause H.10, Procedures for Issuing Task Orders.	X	X
H.5	<b>Personnel Security Clearances</b>	Personnel assigned to work at DOE sites may be required to obtain a security clearance. Contractor shall return security badges to the OCOR for employees no longer working on the contract, who no longer requires access, when badge expires, or when contract expires or is terminated.	X	X
H.6	<b>Contractor's Program/Task Manager</b>	<ul style="list-style-type: none"> <li>Contractor shall designate a single point of contact to receive Requests for Task Order Proposal from the Government.</li> <li>The contractor shall designate a Task Manager for each task order issued under the contract. The Task Manager will be the Contractor's authorized supervisor for technical and administrative performance and the single point of contact with the OCOR. All administrative support for contractor's personnel working under the task order shall be the responsibility of the Contractor.</li> </ul>	X	X
H.8	<b>Confidentiality of Information</b>	<ul style="list-style-type: none"> <li>Disclosure or use of confidential or proprietary business, technical, or financial information or data belonging to other entities or third parties requires prior OCO approval.</li> </ul>	X	X

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Clause	Clause Title	Summary of Contract Requirements Applicable to NEPA Task Orders Fixed Price (FP) and Cost Reimbursement (CR) Task Orders	FP	CR
H.9	<b>Task Orders</b>	<p>Process for requesting task order proposals and issuance of task orders:</p> <ul style="list-style-type: none"> <li>Task order proposal information shall be consistent with the requirements of this clause. The contractor shall provide its task order proposal within 5 working days of receipt of the request, unless otherwise specified by the OCO.</li> <li>Contractor shall assure that the composite labor rates and indirect rates proposed are in accordance with Clause B.4 of the DOE-Wide NEPA Contract. The contractor may propose rates lower than the ceiling rates specified in B.4 for any specific task; however, the proposed lower rates will be the ceiling rates for that task.</li> <li>If a task order is issued without the submission of task order proposal information, the contractor shall provide the OCO, within 10 working days after receipt of the task order, a task plan that is consistent with task order proposal information requirements of this clause.</li> <li>If a conflict of interest is introduced by the proposed task, contractor must make immediate and full disclosure to the OCO pursuant to Clause I.17 DEAR 952.209-72, Organizational Conflict of Interest. Section C - Statement of Work, Paragraph 5.1 requires a Contractor Disclosure Statement before beginning work on any EIS. The contractor must also submit a Disclosure Statement for an EA, ER or other environmental task. In cases where an appearance of a conflict of interest is possible or a conflict exists, the contractor shall describe the circumstances or conditions and any mitigating measures the contractor intends to implement to resolve the appearance or actual conflict. If the OCO determines that the conflict cannot be adequately mitigated, the contractor will not be assigned to that particular task. Contractor shall ensure that each proposed subcontractor for the particular task order has submitted a Disclosure Statement to DOE.</li> <li>For cost reimbursement task orders, if any revision becomes necessary to the estimated cost or level of effort (more than + or -10% variance), the contractor shall promptly submit a revised Task Plan with explanatory notes for review and approval of the OCO (Ref. Clause H.2 Modification Authority).</li> </ul>	X	X
H.10	<b>Procedures for Issuing Task Orders</b>	<ul style="list-style-type: none"> <li>The contract allows flexibility in defining work requirements and establishing overall procuring strategy, such as flexibility in issuance of single or phased tasks, SOW modification, contract type and fee arrangement (FPP, CPFF, CPIF, and T&amp;M), contractor selection methods, pricing methodology, incentive arrangements, and critical selection factors appropriate for the NEPA work and exercise of good sound business judgment.</li> <li>The ordering procedures in this clause provide a streamlined process for placement of task orders on short notice and reduced administrative burden on contracting offices. The DOE NEPA Web-site provides relevant information on “DOE-Wide NEPA Contracting” such as guidance, forms and tools for issuance of task orders, Performance Evaluation, and calculation of Incentive Fee Earned.</li> <li>Paragraph (a) allows contractor selection of any one of the DOE-Wide NEPA Contractors, but only under the conditions as specifically listed in paragraph (a). Award of a task order under Paragraph (a) requires a statement of justification from the NEPA Document Manager or COTR that clearly supports the proposed selection method of only one contractor.</li> <li>“Fair opportunity to be considered” may be accomplished pursuant to paragraph (b) of this Clause. Paragraph (b) provides for issuance of a task orders based: <ul style="list-style-type: none"> <li>(1) entirely or substantially on cost (cost-reimbursement task order) or price (fixed-price task order);</li> <li>(2) entirely or substantially on performance of previous task orders; or</li> <li>(3) upon other criteria. In issuing a task order under these procedures, other factors deemed to be appropriate in the exercise of sound business judgment may be used. Such factors may include selection based upon highest technical rating of proposals for performance of prospective task order or a determination by the OCO that there is a need for greater balance in workload among the DOE-Wide NEPA Contracts. Factors to be used in selecting the NEPA Contractor and their relative importance will be specified in the Request for Task Order Proposal.</li> </ul> </li> <li>The Head of the Agency has designated a task-order contract and delivery-order contract ombudsman to review complaints from contractors and ensure they are afforded a fair opportunity to be considered consistent with the procedures of the contract. Issues which cannot be resolved by the OCO may be referred to the DOE Task and Delivery Order Ombudsman.</li> </ul>	X	X

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Clause	Clause Title	Summary of Contract Requirements Applicable to NEPA Task Orders Fixed Price (FP) and Cost Reimbursement (CR) Task Orders	FP	CR
H.11	<b>Task Orders, Administrative Information</b>	<ul style="list-style-type: none"> <li>Any Program or Field Office of DOE (including NNSA) and the Federal Energy Regulatory Commission (FERC) with responsibilities for preparation or review of NEPA and other environmental documents may use these contracts. Ordering officials are DOE Contracting Officers and DOE Management and Operating Contractor purchasing officials who have been designated and approved by the cognizant Contracting Officer (Ref. Clause G.6 Definitions and I.5 FAR 52.216-18 Ordering).</li> <li>Although the NNSA Service Center is responsible for overall administration of the DOE-Wide NEPA Contracts, each issuing office is responsible for awarding, administering, and funding its own tasks.</li> <li>OCO's are responsible for requesting Task Order Proposals/ Plans, evaluating for award, awarding, funding, all administrative activities, and evaluation of performance for all task orders issued. The DOE NEPA Web-site provides relevant information on "DOE-Wide NEPA Contracting" such as guidance, forms and tools for issuance of task orders, Performance Evaluation, and calculation of Incentive Fee Earned.</li> <li>OCO's shall provide copies of task orders, task order modifications, and performance evaluations on completed task order work to the NNSA Service Center Contracting Officer or assigned Contract Specialist.</li> <li>NNSA Service Center Contracting Officer/Contract Specialist will provide copies of the DOE-Wide NEPA Contracts and Contract Modifications to OCOs.</li> </ul>	X	X
H.12	<b>Release of Information</b>	Any proposed public release of information pertaining to work under the contract requires DOE approval prior to actual printing and distribution. All proposed releases should conform to the requirements of DOE Orders pertaining to the public release of information and be submitted to DOE/NNSA Service Center, Office of Intergovernmental and External Affairs. Approval authority is DOE HQ, Office of Placement and Administration. (Also Ref. Clause I.15 DEAR 952.204-75 Public Affairs.)	X	X
H.13	<b>Government-Furnished Facilities and Services</b>	Government-furnished space and other Government property or services may be provided on a non-interference basis when authorized in the task order. "On-site" is defined as a Government-specified location on or at a Government facility.	X	X
H.14	<b>Government Furnished Property</b>	Property may be provided for use in performance of work as may be listed in task order in accordance with FAR 52.245-2, Government Furnished Property (Fixed-Price Contracts) (as Modified by DEAR 952.245-2) and FAR 52.245-5 Government Property (Cost-Reimbursement, Time-And-Material, or Labor-Hour Contracts) (As Modified by DEAR 952.245-5).	X	X
H.15	<b>Computer Systems Security</b>	When work involves access to Government computer systems, the contractor shall comply with applicable DOE Orders and all other regulations and requirements pertaining to computer security. Written notification to OCOR required when a contractor employee no longer requires access to Government computer systems.	X	X
H.22	<b>Required Escort-Lack of FOCI Clearance</b>	Until contractor receives a DOE-issued "Foreign Ownership, Control or Influence Clearance," all contractor personnel shall be escorted within the DOE complex.	X	X
H.24	<b>Incentive Fee</b>	<ul style="list-style-type: none"> <li>For task orders specifying incentive fee, the Government shall pay the contractor for performing the task order a fee as provided in this clause. This clause provides the process and procedures for establishing target and maximum fee amounts in task order and the criteria for determining amount of fee earned and payable based upon cost and performance incentives. 15% withholding of earned fee applies pending receipt of final audit.</li> <li>OCOR will evaluate performance of each task order as soon as practicable after completion of the task order period. The final evaluation will be done in accordance with this clause and the DOE NEPA Contractor Performance Evaluation Form. The evaluation is not subject to dispute under the "Disputes Clause". Cost overruns and underruns will impact the total fee earned.</li> </ul>		X
H.25	<b>Fixed Fee</b>	For task orders specifying fixed fee, the payment of fixed fee shall be made as specified in the task order, subject to 15% withholding.	X	

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I.1		<b>Section I Clauses Applicable to both Fixed-Price and Cost Reimbursement Task Orders</b>		
	<b>52.215-2 Audit and Records-Negotiation (JUN 1999)</b>	“Records” include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. For cost-reimbursement, incentive, time-and-materials, labor-hour task orders, the OCO has the right to examine and audit contractor records supporting (1) cost claimed in performance of work, (2) cost or pricing data submitted in connection with the task order, and (3) reports (e.g., cost, funding, or performance reports). The Comptroller General of the U.S. or authorized representative shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to the contract. Records must be retained for 3 years after final payment.	X	X
	<b>52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997) Alternate II (OCT 1997)</b>	In lieu of submitting cost or pricing data for task order modifications, contractor may submit written request for exception. Information to be included in a request for exception is described in this clause. If exception is not granted, contractor must submit cost or pricing data and provide required Certificate of Current Cost or Pricing Data at the conclusion of negotiations.	X	X
	<b>52.216-22 Indefinite Quantity (OCT 1995)</b>	<ul style="list-style-type: none"> <li>Performance shall be made only as authorized by task orders issued in accordance with the Ordering Clause (Ref. Contract Clauses B.7 Indefinite Quantity, H.9 Task Orders, H.10 Procedures for Issuing Task Orders, I.5 FAR 52.216-18 Ordering, and I.5 FAR 52.216-19 Order Limitations).</li> <li>There is no limit on the number of task orders that may be issued. The Government may issue task orders requiring delivery to multiple destinations or performance at multiple locations.</li> <li>The minimum total of all task orders issued under the Contract will be \$100,000. The maximum total of all task orders issued under the Contract will be \$50,000,000 or as otherwise agreed by the parties (Ref. Clause B.7, Indefinite Quantity).</li> </ul>	X	X
	<b>52.232-25 Prompt Payment (FEB 2002)</b>	Notwithstanding any other payment clause, the Government will make invoice payments under the terms and conditions specified in this clause. Payment will be made 30 days after receipt of proper invoice at the designated billing office, provided there is no disagreement over quantity, quality, or contractor compliance with task order requirements. If invoice does not comply, designated billing office shall return it within 7 days after receipt. When contract financing applies, payments will be made in accordance with applicable contract financing clause. When payment is subject to contract settlement actions, acceptance is deemed to occur on the effective date of settlement. Under certain conditions, interest penalties may apply if payment is not made by the due date.	X	X
	<b>52.242-1 Notice of Intent to Disallow Costs (APR 1984)</b>	OCO may at any time issue to the contractor written notice of intent to disallow specified costs incurred or planned for incurrence under the task order that have been determined not to be allowable under the contract terms. Contractor may submit written response with justification for allowance of the costs within 60 days. Within 60 days after receipt of contractor response, the OCO shall either make a written withdrawal of the notice or issue a written decision.	X	X
I.5	<b>52.216-18 Ordering (OCT 1995)</b>	<ul style="list-style-type: none"> <li>Any services to be furnished under the contract shall be ordered by issuance of task orders by OCOs in accordance with Contract Clauses H.9, H.10, and H.11. (Also see G.6 Definitions.)</li> <li>All task orders are subject to the terms and conditions of the DOE-Wide NEPA Contracts. In the event of conflict between a task order and the NEPA Contract, the NEPA Contract shall control.</li> <li>Task orders may be issued orally, by facsimile, or by e-mail methods.</li> </ul>	X	X
I.16	<b>952.208-70 Printing (APR 1984)</b>	The contractor shall not engage in, nor subcontract for, any printing (as the term is defined in Title I of the U.S. Government Printing and Binding Regulations) in connection with performance of the work. Provided, however, the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. (A unit is defined as one sheet, size 8-1/2 by 11” one side only, one color. A requirement is defined as a single publication document. ) Reproduction in excess of these limits requires prior OCO approval. Potential unallowable cost for noncompliance.	X	X



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I.17	<b>952.209-72 Organizational Conflict of Interest (JUN 1997) Alternate I (JUN 1997)</b>	<ul style="list-style-type: none"> <li>The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under the contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of the contract. The restrictions apply to performance or participation by the contractor and any of its affiliates.</li> <li>Section C - Statement of Work, Paragraph 5.1 requires a Contractor Disclosure Statement before beginning work on any EIS, EA, ER or other environmental task. The NEPA Contractor shall ensure that each proposed subcontractor for a particular task has submitted a Disclosure Statement to DOE (Ref. Clause H.10 Procedures for Issuing task order).</li> </ul>	X	X
I.20	<b>952.242-70 Technical Direction (DEC 2000)</b>	<ul style="list-style-type: none"> <li>Performance of work is subject to the technical direction of the DOE OCOR. For each task order issued, the OCO will provide a copy of the written OCOR designation to the contractor which will specify the extent of the OCOR's authority to act on behalf of the OCO.</li> <li>Technical direction must be issued in writing by the OCOR and must be within the scope of work. Contractor must proceed promptly with performance of technical direction pursuant to this clause. If such direction constitutes assignment of additional work outside the scope or creates a change, as defined in the clause entitled "Changes," or interferes with the contractor's right to perform the terms and conditions of the contract, contractor must notify the OCO and assert its right to an adjustment under the "Changes" clause within 30 days from date of receipt of such direction. Failure to agree with respect to technical direction issues is subject to the provisions of the clause entitled "Disputes."</li> </ul>	X	X
I.21	<b>952.251-70 Contractor Employee Travel Discounts (DEC 2000)</b>	The contractor shall take advantage of travel discounts offered to federal contractor employees when use of such discounts would result in lower travel costs. The vendor providing the service may require the contractor to furnish a letter signed by the OCO.	X	X
<b>I.22</b>		<b>Section I Clauses Applicable to Fixed price Task Orders</b>	X	
	<b>52.229-3 Federal, State, and Local Taxes (JAN 1991)</b>	The contract ceiling rate/hour for various labor categories, as negotiated for each year of the 5-year period of performance (Ref. B.4 Prices), includes all applicable Federal, State, and local taxes and duties.	X	
	<b>52.232-1 Payments (APR 1984)</b>	The Government shall pay the contractor upon submission of proper invoices or vouchers, the prices stipulated in the task order for services rendered and accepted, less any deductions provided in the contract. In accordance with FAR 52.232-25 Prompt Payment, the designated payment office may be required to pay an interest penalty if payment is not made by the due date.	X	
	<b>52.232-8 Discounts for Prompt Payment (FEB 2002)</b>	Clause provides policy and procedures for computing discounts for prompt payments. The designated payment office will pay an interest penalty if the Government takes a discount for prompt payment improperly. Interest penalty is calculated in accordance with OMB prompt payment regulations at 4 CFR Part 1315.	X	
	<b>52.232-11 Extras (APR 1984)</b>	No payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the OCO.	X	
	<b>52.232-16 Progress Payments (FEB 2002)</b>	The Government will make progress payments to the contractor as the work progresses in accordance with the terms and conditions of the contract, but not more frequently than monthly. The clause sets forth the process and procedures, including computation of amounts. The total amount of progress payments shall not exceed 80 percent of the total contract price.	X	
	<b>52.232-32 Performance-Based Payments (FEB 2002)</b>	This clause provides the policy and procedures for performance-based payments under fixed-price task orders. Such payments are subject to other limitations and conditions as are specified in the contract and this clause. The amount of payments and limitations on payments shall be specified in the task order's description of the basis of payment. The basis for performance-based payments may be either specifically described events (e.g., milestones) or some measurable criterion of performance. A payment under this payment clause is a contract financing payment under the prompt payment clause of the contract and not subject to the interest penalty provisions of the Prompt Payment Act (Ref. FAR 52.232-25).	X	
	<b>52.243-1 Changes – Fixed-Price (AUG 1987) Alternate III (APR 1984)</b>	<p>The OCO may by written order make changes within the general scope of a task order in the services to be performed.</p> <ul style="list-style-type: none"> <li>If such change causes an increase or decrease in the cost of, or the time required for performance of any part of the work, the OCO shall make an equitable adjustment in the task order price, delivery schedule or both, and shall modify the task order accordingly. The contractor must assert its right to an adjustment under this clause within 30 days from date of</li> </ul>	X	

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Clause	Clause Title	Summary of Contract Requirements Applicable to NEPA Task Orders Fixed Price (FP) and Cost Reimbursement (CR) Task Orders	FP	CR
		<p>receipt of written order. However, nothing in this clause shall excuse the contractor from proceeding with the task order work as changed.</p> <ul style="list-style-type: none"> <li>No services, for which an additional cost or fee will be charged by the contractor, shall be furnished without the prior written authorization of the OCO.</li> <li>Failure to agree to any adjustment shall be a dispute under the “Disputes” Clause.</li> </ul>		
	<b>52.244-2 Subcontracts (AUG 1998) Modified</b>	<ul style="list-style-type: none"> <li>“Consent to Subcontract” means OCO written consent for contractor to enter into a particular subcontract. Subcontracts include, but not limited to, purchase orders and changes and modifications to purchase orders. OCO consent is required only on unpriced contract actions (including unpriced modification or unpriced task orders) if the contractor does not have an approved purchasing system and the subcontract is a cost-reimbursement, time-and-materials, or labor-hour subcontract, or if the subcontract is fixed-price and exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the prime contract. OCO consent requirements do not apply to subcontracts that were evaluated during negotiations.</li> <li>Subcontracts must include all subcontract flow-down clauses as required by the DOE-Wide NEPA Contract.</li> </ul>	X	
	<b>52.249-2 Termination for Convenience Of The Government (Fixed- Price) (SEP 1996)</b>	<ul style="list-style-type: none"> <li>The Government may terminate performance of work under a task order in whole or in part if OCO determines that a termination is in the Government’s interest by delivering to the contractor a Notice of Termination specifying the extent of termination and the effective date. The clause sets forth the rights and obligations of the parties pertaining to the termination.</li> <li>No later than 1 year from the effective date of termination, the contractor shall submit a Final Termination Settlement Proposal to the OCO in the form and with the certification prescribed by the OCO. Cost principles and procedures in FAR Part 31 shall govern all costs claimed, agreed to, or determined under this clause.</li> <li>The contractor shall have the right of appeal, under the “Dispute” Clause, for any OCO determination made under this clause.</li> </ul>	X	
	<b>52.249-8 Default (Fixed-Price Supply and Services) (APR 1984)</b>	The Government may by written Notice of Default to the contractor terminate the task order in whole or in part if the contractor fails to perform the services within the time specified, make progress, so as to endanger performance, or perform any other provisions of the contract. The Government’s right to terminate the task order under this clause may be exercised if the contractor does not cure such failure within 10 days (or more if authorized by OCO) after receipt of notice from the OCO specifying the failure. The clause sets forth remedies and penalties for default caused by failure to perform.	X	
<b>I.25</b>		<b>Section I Clauses Applicable to Cost Reimbursement Task Orders</b>		X
	<b>52.216-7 Allowable Cost and Payment (FEB 2002)</b>	<p>The Government will make payments to the contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the OCO. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to final payment are contract financing payments. NOTE: Interest penalties may apply when invoice is based on final contract settlement action (Ref. Clause I.26 FAR 52.232-25, Prompt Payment, Alternate I).</p> <p><u>Allowable cost</u> - determinations pursuant to FAR Subpart 31.2, as supplemented by DEAR Subpart 931.2.</p> <p><u>Final annual indirect cost rates</u> - established in accordance with Subpart 42.7. The contractor shall submit final indirect cost rate proposal within the 6-month period following expiration of each of its fiscal years. Final annual indirect cost rates are established by appropriate Government representative and the contractor and set forth in writing. Within 120 days after settlement of final annual indirect cost rates for all years of a physically complete contract, the contractor submits a completion invoice.</p> <p><u>Billing Rates</u> – until final annual indirect cost rates are established for any period, the Government will reimburse the contractor at billing rates established by the CO or by an authorized representative (e.g., the cognizant auditor), subject to adjustment when the final rates are established.</p> <p><u>Quick-closeout procedures</u> – applicable when the conditions in FAR 42.708(a) are satisfied.</p> <p><u>Audit</u> – payments are provisional payments subject to audit.</p> <p><u>Final payment</u> – Upon approval of Contractor’s Completion Invoice and compliance with all terms of the task order.</p>		X

## Attachment C

Clause	Clause Title	Summary of Contract Requirements Applicable to NEPA Task Orders Fixed Price (FP) and Cost Reimbursement (CR) Task Orders	FP	CR
	<b>52.232-20 Limitation of Cost (APR 1984)</b>	<ul style="list-style-type: none"> <li>The parties estimate that performance of task order, exclusive of fee, will not cost the Government more than the estimated target cost specified in the task order. Contractor agrees to use its best efforts to perform the work and all obligations within the estimated target cost. Contractor must notify the OCO in writing if the costs the contractor expects to incur in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the task order, or if the total cost for performance, exclusive of any fee, will be either greater or substantially less than had been previously estimated. As part of the notification, the contractor shall provide a revised estimate of the total cost of performing the work.</li> <li>The Government is not obligated to reimburse the contractor for costs incurred in excess of the estimated target cost specified in the task order.</li> <li>The contractor is not obligated to continue performance or otherwise incur costs in excess of the estimated target cost specified in the task order, until the OCO notifies the contractor in writing that the estimated target cost has been increased and provides a revised estimated total target cost of performing the task order. No notice, communication, or representation from any person other than the OCO shall affect the task order's estimated cost to the Government.</li> </ul>		X
	<b>52.232-22 Limitation of Funds (APR 1984)</b>	<ul style="list-style-type: none"> <li>The parties contemplate that the Government will obligate funds incrementally to the task order up to the full estimated cost to the Government specified in the task order, exclusive of any fee. The contractor shall use its best efforts to perform the work specified in the task order within the estimated cost.</li> <li>Contractor must notify OCO in writing when costs incurred under the task order in the next 60 days are expected to exceed 75 percent of obligated funding. The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount obligated by the Government and the contractor is not obligated to continue performance or incur costs in excess of obligated funding amount.</li> </ul>		X
	<b>52.232-25 Prompt Payment (FEB 2002) Alternate I (FEB 2002)</b>	Payment will be made 30 days after receipt of proper invoice under the terms and conditions of this clause. For a final invoice, when payment is subject to task order settlement actions, acceptance is deemed to occur on the effective date of settlement. Interest penalties may apply under certain circumstances. For interim payments under the task order, invoices shall be submitted in accordance with Clause FAR 52.216-7 Allowable Cost and Payment. If invoice does not comply with contract requirements, it shall be returned within 7 days after the date the designated billing office receives the invoice.		X
	<b>52.243-2 Changes – Cost Reimbursement Alternate I (APR 1984)</b>	<p>The OCO may by written order make changes within the general scope of a task order in the services to be performed, time and place of performance.</p> <ul style="list-style-type: none"> <li>If such change causes an increase or decrease in the cost of, or the time required for performance of any part of the work or other wise affects any other terms and conditions of the contract, the OCO shall make an equitable adjustment in the estimated cost; schedule; amount of fixed fee, if any; and other affected terms; and shall modify the task order accordingly. Contractor must assert its right to an adjustment under this clause within 30 days from date of receipt of written order.</li> <li>Failure to agree to any adjustment shall be a dispute under the "Disputes" Clause. However, nothing in this clause shall excuse the contractor from proceeding with the task order as changed.</li> <li>Notwithstanding the terms and conditions of this clause, the estimated cost of the task order and, if task order is incrementally funded, the funds allotted for the performance, shall not be increased or considered to be increased except by task order modification specifically increasing the estimated cost and/or new amount allotted to the contract. Until such modification is issued, the contractor is not obligated to continue performance or incur costs beyond the amount established in the "Limitation of Cost" or "Limitation of Funds" clause.</li> </ul>		X
	<b>52.244-2 Subcontracts (AUG 1998) Alternate II (AUG 1998) Modified</b>	<ul style="list-style-type: none"> <li>"Consent to Subcontract" means OCO written consent for contractor to enter into a particular subcontract. Subcontracts include, but not limited to, purchase orders and changes and modifications to purchase orders. Contractor must notify OCO reasonably in advance of placing any subcontract or modification for which CO consent is required. Clause specifies information to be included in the notification. OCO consent requirements do not apply to subcontracts that were evaluated during negotiations.</li> <li>Subcontracts must include all subcontract flow-down clauses as required by the DOE-Wide NEPA Contract.</li> </ul>		X

## Attachment C

Clause	Clause Title	Summary of Contract Requirements Applicable to NEPA Task Orders Fixed Price (FP) and Cost Reimbursement (CR) Task Orders	FP	CR
	<b>52.249-6 Termination (Cost-Reimbursement) (SEP 1996)</b>	<ul style="list-style-type: none"> <li>The Government may terminate performance of work under the contract in whole or in part by delivering to the contractor a Notice of Termination that specifies whether termination is for default of the contractor or for convenience of the Government, the extent of termination, and the effective date. The clause sets forth the rights and obligations of the parties pertaining to the termination.</li> <li>For partial termination, the parties must agree to any equitable adjustment in fee for the continued portion or work.</li> <li>No later than 1 year from the effective date of termination, the contractor shall submit a Final Termination Settlement Proposal to the OCO in the form and with the certification prescribed by the OCO. Cost principles and procedures in FAR Part 31 shall govern all costs claimed, agreed to, or determined under this clause.</li> <li>The contractor shall have the right of appeal, under the “Disputes” Clause, for any OCO determination made under this clause.</li> </ul>		X
	<b>52.249-14 Excusable Delays (APR 1984)</b>	Except for defaults of subcontractors at any tier, the contractor shall not be in default because of any failure to perform the task order if the failure arises from causes beyond the control and without the fault or negligence of the contractor. If failure to perform is caused by a subcontractor, and if cause of the failure was beyond the control of both the contractor and subcontractor, and without fault or negligence of either, the OCO may ascertain the facts and extent of failure. Under certain circumstances the task order schedule may be revised, subject to the rights of the Government under the “Termination” clause of the contract.		X
<b>I.27</b>	<b>52.222-2 Payment of Overtime Premiums</b>	Overtime premium cost is not allowable unless otherwise specifically authorized by the OCO in a task order.		X

Attach.	Title	Summary of Section J - Contract Requirements Applicable to NEPA Task Orders	FP	CR
J-1	<b>Reporting Requirements Checklist</b>	<p>Contractor shall provide plans, reports, and records in accordance with the Reporting Requirements Checklist and other task order technical reporting requirements, as may be specified in individual task orders.</p> <p><u>General Management:</u></p> <ul style="list-style-type: none"> <li>Management Plan – After Award. Requires OCO approval (Ref. Clause B.3)</li> <li>Status Report - Quarterly Report</li> <li>Summary Report (DOE form 1332.2) – Quarterly Report</li> </ul> <p><u>Schedule/Labor/Cost:</u></p> <ul style="list-style-type: none"> <li>Milestone Schedule/Plan (DOE Form 1332.3(a)) - After Award</li> <li>Labor Plan (Form 1332.4) – After Award</li> <li>Cost Plan (Form 1332.7) – After Award</li> <li>Milestone Schedule/Status (DOE Form 1332.3(b)) – Monthly Report</li> <li>Labor Management Plan (Form 1332.8) – Monthly Report</li> <li>Cost Management Report (Form 1332.9) – Monthly Report</li> </ul>	X	X
J-2	<b>Sample Task Order Format</b>	Task Orders shall be issued in accordance with this task order format (Ref. Clause H.9 Task Orders, H.10 Procedures for Issuing Task Orders).	X	X
J-3	<b>DOE NEPA Contractor Performance Evaluation</b>	In accordance with Clause H.24, Incentive Fee, the OCOR will evaluate contractor’s performance as soon as practicable after completion of the task performance period. The final evaluation will be done in accordance with the specified DOE NEPA Contractor Performance Evaluation Form. This evaluation is not subject to dispute under the “Disputes” Clause.		X